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DEPARTMENT OF JUSTICE

UNITED STATES DEPARTMENT OF JUSTICE  
WASHINGTON, D.C. 20530

APR 18 4 02 PM 1968

AMENDMENT TO REGISTRATION STATEMENT

REGISTRATION SECTION

Pursuant to the Foreign Agents  
Registration Act of 1938, as amended.

1. Name of Registrant <b>SONTHEIMER AND COMPANY, INC.</b> 4 West 58th Street New York, New York	2. Registration No. <b>1648</b>
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To correct a deficiency in
  - Initial Statement
  - Supplemental Statement for \_\_\_\_\_
- To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- Other purpose (specify) \_\_\_\_\_
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

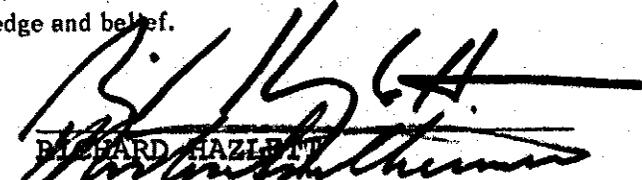
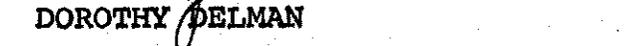
**Contract between Registrant and Netherlands Antilles Government dated as of January 1, 1968.**

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

**The purpose of this Amendment is to file a copy of the new Contract between the Registrant and Netherlands Antilles Government; such Contract being an extension and revision of previous Contract.**

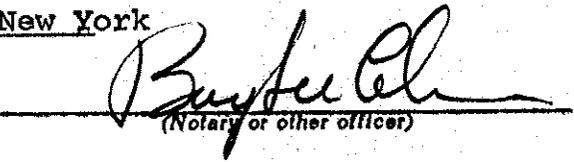
The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief.

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

  
 RICHARD HAZLETT  
  
 MORTON SONTHEIMER  
  
 DOROTHY DELMAN

Subscribed and sworn to before me at New York, New York

this 15 day of April, 19 68.

  
 (Notary or other officer)

My commission expires \_\_\_\_\_  
 HARRY LEE COHEN  
 Notary Public, State of New York  
 No. 815735505  
 Qualified in New York County  
 Commission Expires March 30 1970

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DEPARTMENT OF JUSTICE  
DJ-304  
(Rev. 3-30-67)  
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REGISTRATION SECTION

Budget Bureau No. 43-R435  
Approval Expires Oct. 31, 1971

UNITED STATES DEPARTMENT OF JUSTICE  
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT  
Under the Foreign Agents Registration Act  
of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant SONTHEIMER AND COMPANY, INC. 4 West 58th Street New York, New York	Name of Foreign Principal NETHERLANDS ANTILLES GOVERNMENT
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Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Not applicable.

TERMINATED

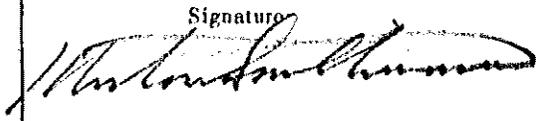
SEE Supplement 3/24/69

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant is engaged as public relations counsel in the United States, Canada and the Caribbean for the promotion of tourism on the Islands of Bonaire, St. Maarten, St. Eustatius and Saba.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1/</sup> Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B April 8, 1968	Name and Title MORTON SONTHEIMER President	Signature 
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<sup>1/</sup> Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



Contract dated as of January 1, 1968 for Public Relations Services between the NETHERLANDS ANTILLES GOVERNMENT (hereinafter referred to as the "Client") with respect to the Islands of Bonaire, St. Maarten, St. Eustatius and Saba (hereinafter referred to as the "Islands") and SONTHEIMER AND COMPANY, INC. (hereinafter referred to as the "Company") a New York corporation as follows:

- I. The Contract shall run for one year from January 1, 1968 and thereafter from year to year subject to termination on December 31, 1968 or December 31st of any subsequent year by either side giving the other three months' prior notice in writing.
- II. A. The services to be rendered by the Company shall be directed toward the United States, Canada, and the Caribbean, especially San Juan, Puerto Rico, and shall include: Releases to and contacts with the travel trade press and consumers; arranging press interviews with tourism officials, hotel people and others in the tourism industry; arranging magazine articles and television and radio programs and mentions; producing and distributing photographs; encouraging visits by press people from the United States and Canada to the Islands and arranging guidance and orientation for them while there; suggesting and arranging special events; arranging tie-ins; negotiating with cruise ship lines; and generally advising and consulting the Client on matters of tourism. To implement these obligations, the Company will make available the services of an account supervisor, account director, personal attention of the President, and staff support.
- B. The Company shall not be required to perform services of a political or lobbying nature, or the duties of an advertising agency per se; nor shall the Company as part of its public relations function be required to deal directly with travel agents, hotel representatives or airlines or otherwise perform the function of a tourist office except as provided in Paragraphs IIA and IX of this contract; nor shall the Company

be required to pay for advertising or pay any of the expenses of press representatives or persons other than members of the Company staff visiting the Islands.

C. Payments under Article VIII herein cover the following: Salaries and fringe benefits of Company staff working on behalf of the Islands, taxes, photographic supplies, photographic supplies, photographic laboratory costs, cost of telephones, cables, telegrams, postage and mailings, freight and air cargo and messenger service, required for the public relations activity within and between the United States and the Islands, cost of mailings to the Islands, press clippings, subscriptions, reference books entertaining, rents on utilities and other overhead items, local transportation in New York for staff members and travel expenses, not otherwise provided for, of staff members to and from the islands.

III. The Company shall, at cost plus a fifteen percent overhead charge in addition to the moneys provided elsewhere by this contract, produce travel literature and/or motion pictures for the Islands, if requested or authorized by the Client.

IV. The Company shall be reimbursed additionally for any travel of staff members other than between the United States and the Islands, providing same is authorized by the Client.

V. The Client and the Island will see to it that complimentary hotel accommodations are arranged including meals for members of the Company in the Islands on business under this contract, that transportation for them on the Islands is provided, and will use its best efforts with carriers to obtain complimentary (or reimbursed) transportation for them to and from the Islands. Any expenses for members of the Company in the Islands incurred on business will be reimbursed by the Client.

VI. The Client will do its best to expand the public relations program by endeavoring to obtain the same concessions for press visitors and others who can be helpful to the Islands, and will have the Islands do their best in this respect; and the Company will try to induce the proper persons to take

advantage of such concessions.

The Client and the Islands accept no direct financial responsibility for press visitors.

- VII. A. The Client and the Islands will keep the Company informed of developments affecting tourism in the Islands, will supply all available statistics and will provide office space and secretarial services for members of the Company working in the Islands.
- B. The Company will report to the Client on its activities under this Contract at least monthly in triplicate and will supply evidence of results obtained.
- VIII. For public relations activities described herein, the Client will pay the Company a fee of Forty-One Thousand Eight Hundred Dollars (\$ 41,800.00) a year.
- IX. A. The Company will operate offices of tourism for the Islands within the Company's New York office suite for an additional fee of Eighteen Thousand Two Hundred Dollars ( \$ 18,200.00) a year.
- B. The Company will provide office space in New York for this activity and pay for special telephones and directory listings, provide storage space for literature and pay for all reasonable mailing and communications costs. Mass mailings to travel agents will be paid for by the Company so long as they do not exceed a total of \$ 500.00 in any year, but mass mailings beyond that will be chargeable to the Client or the Islands providing such mailings have been authorized in writing.
- C. The Company will pay the salary and fringe benefits of an information officer to perform this function in its New York offices. The Company will also provide the supervisory services by an account director.
- D. The information officer will work with travel agents, hotel representatives and airlines. No other member of the Company's staff shall be required to work with travel agents, hotel representatives and airlines

with

X. A. The total annual sum of Sixty Thousand Dollars (\$60,000.00) shall be paid as follows: \$10,000.00 on January 1, 1968 and \$ 4,545.45 on the first of each month thereafter until December 1st when the balance of \$4,545.50 shall be due. On January 1st of the following year, the same schedule of payments shall be instituted unless the Contract is cancelled or changed.

B. The entire \$60,000.00 shall be deposited in or guaranteed by a New York Bank on or before January 1, 1968 to be used solely for the Company to draw upon for payments hereunder. With respect to each subsequent year of this Contract, the fee shall similarly be deposited in or guaranteed by a New York Bank on or before January 1st of such contract year.

C. The Company shall be promptly reimbursed for any projects of an unanticipated or costly nature undertaken at the request or with the consent of the Client.

XI. Any and all disputes or controversies arising out of this Contract or its making, interpretation, performance, breach, or alleged breach thereof, shall be submitted to the Supreme Court of the State of New York, in New York County, pursuant to the New York Simplified Procedure for Court Determination of Disputes. Service of process hereunder shall be deemed sufficient if sent by Registered Mail to the Company or the Client at their respective addresses.

XII. No waiver in any one or more instances by either of the parties of any breach by the other party of any terms or provisions contained in this Contract shall be considered a waiver of any succeeding or preceding breach.

XIII. All notices to be made hereunder to the Client shall be made to and in the name of NETHERLANDS ANTILLES GOVERNMENT, Department of Social and Economic Affairs, Fort Amsterdam, Curacao, Netherlands Antilles. Any notices required to be sent to the Company hereunder shall be made to SONTHEIMER AND COMPANY, INC., at 4 West 58th Street, New York, New York 10019.



XIV. This Contract is complete and embraces the entire understanding between the parties; all prior agreements between the parties, oral or in writing, having been merged herein. This contract may not be changed or supplemented orally but only in a writing signed by both parties hereto. This Contract is made in the State of New York and shall be construed in accordance with the laws of New York applicable to the contracts wholly to be performed therein. All payments provided for herein are to be made in United States Dollars.

SONTHEIMER AND COMPANY, INC.      NETHERLANDS ANTILLES GOVERNMENT

*Morton Sontheimer*  
 BY \_\_\_\_\_

Morton Sontheimer, President

*J. W. ...*  
 \_\_\_\_\_

Director, Department Social and Economic Affairs

DATE 9 March 1968

DATE \_\_\_\_\_